

**The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having
a Share Capital**

**Memorandum of Association
of
Myasthenia Gravis Association**

1. The Company's name is Myasthenia Gravis Association (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects ("the Objects") are to promote in the United Kingdom and the Republic of Ireland any charitable purposes for the benefit of those persons who suffer from Myasthenia Gravis (which in this document shall include any other Myasthenic disorder) and in particular but without limitation to relieve sickness, hardship and distress and provide comfort and support to people suffering from Myasthenia Gravis and to promote and encourage education and research into Myasthenia Gravis and to publish the useful results of any such research.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (1) to promote local associations, which shall be known as Branches, in order to unite people with Myasthenia Gravis, their families and friends and bring them into a genuine and sympathetic understanding of its effects and where possible, through this mutual understanding, cause the relief of any distress, isolation and other common problems and to co-ordinate the work of the Charity and its Branches;
 - (2) to procure information and to communicate to the members of the medical profession and the public in general the characteristics of Myasthenia Gravis and information concerning research and therapy;
 - (3) to support research into the cause, prevention, diagnosis, alleviation and cure of Myasthenia Gravis, and to disburse funds to medical and/or related institutions for the furtherance of such purposes;
 - (4) to support the alleviation of symptoms, medical care and cure of people suffering from Myasthenia Gravis and to disburse funds to medical and/or related institutions for the furtherance of such purposes;
 - (5) to procure to be written, and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, pamphlets, leaflets or other documents;

- (6) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank and building society accounts in the name of the Charity;
- (7) to make such charges for the facilities provided by the Charity as it considers appropriate and to raise funds and to invite and receive contributions (whether subject to any special trusts or not): provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (8) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (9) subject to clause 5 below to employ such staff, who shall not be directors of the Charity ("the trustees"), as the Charity considers expedient for the proper pursuit of the Objects and to make all reasonable provision for the payment of pensions and superannuation to staff and their dependants;
- (10) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (11) to co-operate with other charities, voluntary bodies, statutory authorities and other institutions operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- (12) to take out indemnity insurance to cover the liability of the trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty by them in relation to the Charity, provided that any such insurance shall not extend to any claim arising from any act or omission of a trustee which the trustee knew to be a breach of trust or breach of duty or which was committed by such trustee in reckless disregard of whether it was a breach of trust or breach of duty or not;
- (13) subject to such consents as may be required by law, to borrow and raise money in such manner and on such security as the Charity may think fit;
- (14) to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit including, without limitation, the power to subscribe for or acquire shares in any company and to make loans on commercial terms to any such company;
- (15) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- (16) to do all such other lawful things as the Charity considers may further the achievement of the Objects;

5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend,

bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:

(1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

(2) of reasonable and proper remuneration for any services rendered to the Charity by any member of the Charity who is not a trustee;

(3) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;

(4) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

(5) of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee; or

(6) to any trustee of reasonable out-of-pocket expenses.

or the provision in good faith by the Charity:

(1) of any benefit in reasonable and proper furtherance of its charitable objects, to a member of the Charity;

(2) of fees, remuneration or other benefit in money or money's worth directly or indirectly to a member of the Charity or a trustee for goods and services provided that he or she was prior to his or her election or appointment already supplying goods or services to the Charity and further that such goods and services are supplied at a price not exceeding the fair market price on normal trade terms and further that such member of the Charity or trustee does not attend any meeting during any discussion of the provision of such benefit and refrains from voting on the matter; or

(3) of any accommodation, board, education, services or other benefits provided by the Charity to any person with Myasthenia Gravis who is an officer or trustee of the Charity or a relative of such member or officer provided that other than in the case of any such benefit provided generally for those resident at or in attendance at any facility administered by the Charity:

- (i) such officer or trustee does not attend any meeting of the trustees (or of any committee of the trustees) during any discussion of the provision of such benefit and refrains from voting on the matter; and
- (ii) the trustees in the absence of such officer or trustee passes a resolution (which matter may not be delegated in pursuance of any provision contained in the Memorandum or Articles of Association of the Charity to any other committee, body or person) that provision of the benefit is in reasonable and proper furtherance of the Charity's charitable objects.

Provided also that no trustee shall be required to account to the Charity for any benefit conferred by the payment by the Charity of any premium on any policy of insurance taken out in accordance with the powers contained in this memorandum nor for any payment to the trustee by the insurer in accordance with the terms of any such policy.

6. The liability of the members is limited.

7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

G Buckley (signed)
Geoffrey Buckley
20, Darwin Road
Mickleover
Derby
Derbyshire. DE3 5HU
Retired Personnel Manager

C A Buckley (signed)
Cynthia Alice Buckley
20, Darwin Road
Mickleover
Derby DE3 5HU
Cashier

Dated: 20th March 1995

Witness to the above Signatures: P Keeling (signed)

Name: Preston Keeling

Address: Ashford Cottage
Red Cow Drove
Moulton Marsh
Nr Spalding
Lincs PE12 6LW

Occupation: Charity Director

